

ORIGINAL

GLOBAL CROSSING LOCAL SERVICES, INC.  
RATES, TERMS AND CONDITIONS  
RELATING TO THE PROVISION OF  
LOCAL EXCHANGE SERVICES  
IN THE STATE OF ARIZONA

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#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange service by Global Crossing Local Services, Inc. ("the Company") in the state of Arizona.

The provision of local exchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

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## EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

- C To indicate changed regulation.
- D To indicate discontinued rate or regulation.
- I To indicate increased rate.
- M To indicate a move in the location of text.
- N To indicate new rate or regulation.
- R To indicate reduced rate.
- T To indicate a change in text but no change in rate or regulation.

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EXPLANATION OF TERMS

ADVANCE PAYMENT

Part or all of a payment required before the start of service.

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

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EXPLANATION OF TERMS (cont'd)

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of a single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COMMUNICATIONS SERVICES

The Company's intrastate long distance and local exchange switched telephone services offered for both intraLATA and interLATA use.

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EXPLANATION OF TERMS (cont 'd)

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

DEMARCATIION POINT

The physical dividing point between the Company's network and the customer.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

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EXPLANATION OF TERMS (cont'd)

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E9 11 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

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EXPLANATION OF TERMS (cont'd)

GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States, which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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EXPLANATION OF TERMS (cont'd)

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a long distance call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

PBX

A private branch exchange.

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EXPLANATION OF TERMS (cont'd)

**PRESUBSCRIPTION**

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier.

**RATE CENTER**

Company-designated service locations from which service is rendered or rated.

**RECURRING CHARGES**

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**SERVICE COMMENCEMENT DATE**

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**SERVICE ORDER**

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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EXPLANATION OF TERMS (cont'd)

**T-1 SYSTEM**

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

**TELECOMMUNICATIONS RELAY SERVICE (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (**TT**) or similar devices to communicate freely with the hearing population not using **TT** or vice verse. A customer will be able to access the state provider to complete such calls.

**TELEPHONE CALL**

A voice connection between two or more telephone stations through the public switched exchange system.

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EXPLANATION OF TERMS (cont'd)

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

USER

A customer or any other person authorized by a Customer to use service provided under this Tariff.

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1. Regulations

1.1 Undertaking of the Company.

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein.
- B The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers.
- C The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- D The Company will comply with any applicable quality of service requirements according to Arizona laws and rules,

1.2 Terms and Conditions

- A Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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1. Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- C This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 1.2 F below.
- F The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- G The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- H In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

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1. Regulations (cont'd)

1.3 Notification of Service Affecting Activities

- A The Company will provide the Customer advance notice of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally , such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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1. Regulations (cont'd)

1.4 Provision of Equipment and Facilities

- A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. In the event the Company is not able to meet a scheduled date, the Customer will be notified. The Company does not guarantee availability by any such date and any liability of the Company will be limited by Section 1.5 of this tariff.
- B The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- D Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it. Customer shall not connect any equipment to the telecommunication system owned or managed by the Company except upon ten (10) days' prior written notice to the Company. Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

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1. Regulations (cont'd)

1.4 Provision of Equipment and Facilities (cont'd)

E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

F At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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1. Regulations (cont'd)

1.5 Liability of the Company

- A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein.

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

- C The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.4 and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- D The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
- (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
  - (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - (iii) claims for loss of profit; or
  - (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- E The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64 , Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.

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1. Regulations (cont'd)

1.5 Liability of the Company d )

1.5.1 With Respect to Emergency Number 911 Service

- A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

**1.5.2** With Respect to Directory Listings

- A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
- (i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - (ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs
  - (iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings (cont'd)

(iv) Credit limitation: The total amount of the credit provided for the preceding paragraphs (i) and (ii) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.

(v) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.

(vi) Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.3 With Respect to Caller ID Blocking

- A The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

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1. Regulations (cont'd)

1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B Upon termination of service, the listed directory number of Customer will be retained by the Company until such time as Customer's outstanding obligations to the Company have been paid, including any estimated final charges.
- C When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 9 11 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- D In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- E The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

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1. Regulations (cont'd)

1.7 Interruptions in Service

- A An interruption is deemed to have occurred when a Company's facility or system is inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Repairs

- A The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

- A Interruptions of twenty-four (24) hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four (24) hours. Credit allowances for service outages that exceed twenty-four (24) hours in duration will be rounded up to the next whole twenty-four (24) hours.
- B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified thereunder for local line or local trunk service and is dependent upon the length of interruption. Only those facilities on the interrupted portion of circuit will receive a credit.

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1. Regulations (cont'd)

1.7 Interruptions in Service (cont'd)

1.7.3 Limitations on Credit Allowances

A No credit allowances will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer;
- (ii) interruptions which are restored on or before the day after the interruption is reported or discovered by the Company.

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1. Regulations (cont'd)

1.8 Ownership of Facilities

- A Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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1. Regulations (cont'd)

1.9 Obligations of the Customer

A The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities and associated equipment used to provide local exchange services to the Customer from the cable building entrance of property line to the location of the equipment space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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1. Regulations (cont'd)

1.9 Obligations of the Customer (cont'd)

- (iii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (iv) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for granting or obtaining permission for which the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (v) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- (vi) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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1. Regulations (cont'd)

1.9 Obliaations of the Customer (cont'd)

1.9.1 Claims

A With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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1. Regulations (cont'd)

1.9 Obligations of the Customer (cont'd)

1.9.2 Station Equipment

- A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.
- B The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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1. Regulations (cont'd)

1.9 Obligations of the Customer (cont'd)

1.9.3 Interconnection of Facilities

- A Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers which are applicable to such connections.
- C Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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1. Regulations (cont'd)

1.9 Obligations of the Customer (cont'd)

1.9.4 Inspections

- A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 1.10.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will allowed for any interruptions occurring during such inspections.
- B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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NOT BE USED FOR BILLING

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1. Regulations (cont'd)

1.10 Payment Arrangements

- A The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within fifteen days after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the customer.

1.10.1 Taxes

- A The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

1.10.2 Surcharges

- A A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the revenues of the Company in that state and/or payment of interstate access charges in each state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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1. Regulations (cont'd)

1.10 Payment Arrangements (cont'd)

1.10.3 Bills and Collection of Charges

- A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B All service, installation, monthly recurring charges and non-recurring charges are due and payable upon receipt and considered delinquent after thirty (30) days.

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Regulations (cont'd)

1.10 Payment Arrangements (cont'd)

1.10.3 Bills and Collection of Charges (cont'd)

- C For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5% per month shall apply to amounts shown on a monthly bill which remains unpaid after the due date. The late payment charge does not apply to any taxes the Company is required by law to levy on a customer.
- E A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts.
- F If Customer chooses to place information services provider (ISP) calls or receives calls via a non-Global Crossing affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

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1. Regulations (cont'd)

1.10 Bills and Collection of Charges (cont'd)

1.10.4 Disputed Bills

- A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay undisputed charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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1. Regulations (cont'd)

1.11 Discontinuance of Service

A The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to discontinuance of service.

B Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

1.11.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Customer without prior written notice without incurring liability for the following reasons:

- (i) The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel; or
- (ii) The Company has evidence of tampering or evidence of fraud.

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I Regulations (cont'd)

1.11 Discontinuance of Service (cont'd)

1.11.1 Discontinuance of Service by the Company (cont'd)

B The Company may discontinue or suspend service to Customer upon no less than 5 days written notice without incurring liability for the following reasons:

- (i) Customer violation of any of the provisions of this tariff, and/or violation of the Commission's rules and regulations;
- (ii) Failure to pay a bill for service;
- (iii) Failure to meet or maintain the Company's credit and deposit requirements;
- (iv) Failure of the Customer to provide the Company reasonable access to its equipment and property;
- (v) Customer breach of contract for service between the Company and the customer;
- (vi) When necessary for the utility to comply with an order of any governmental agency having such jurisdiction;
- (vii) Unauthorized resale of service.

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1. Regulations (cont'd)

1.11 Discontinuance of Service (cont'd)

1.11.2 Discontinuance of Service by Customer

A If Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.7), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 1.10.5, all costs, fees, and expenses incurred in connection with:

- (i) all non-recurring charges reasonably expended by Company to establish service to Customer, plus
- (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (iii) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

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1. Regulations (cont'd)

1.1 I Discontinuance of Service (cont'd)

1.11.3 Cancellation of Application for Service

- A Where, prior to cancellation by Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- B Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
- C The special charges described above will be calculated and applied on a case-by-case basis.

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1 **Regulations** (cont'd)

1.12 Restoration of Service

- A When Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

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1. Regulations (cont'd)

1.13 Transfers and Assignments

- A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.14 Notices and Communications

- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D The Company or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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1. Regulations (cont'd)

1.15 Promotional Offers

- A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made.

1.16 Individual Case Basis (ICB) Arrangements

- A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis.

1.17 Customer Service

- A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

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2      Service Descriptions and Rates

2.1      General

A      Global Crossing Local Services, Inc.'s local service provides Customer with a connection to the Company's facilities which enable the Customer to:

(i)      receive calls from other stations on the public switched telephone network;

(ii)     place calls to other stations on the public switched telephone network;

(iii)    access the Company's operators and business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and

(iv)    access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an **ad** hoc basis by dialing the provider's Carrier Identification Code (1010XxX).

B      Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rule 64.1508.

C      The local calling area will be the same as that used by the incumbent local exchange company, a description of which can be found in the telephone directory published by the incumbent local exchange company.

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2     Service Descriptions and Rates (cont'd)

2.2     Local Digital Service

- A     The Company's local digital service is a Digital Trunk Service which provides a Customer with a connection to the Company switch via a DS 1 digital facility with 24 voice grade channels. Digital Trunks are provided for connection of Customer-provided PBX equipment or trunk-capable key systems to the Company's facilities

2.2.1     Rates

Pricing is per channel

Non-Recurring Charge             \$135.00     maximum

Monthly Recurring Charge         \$125.00     maximum

2.2.2     Term Plan Waiver Policy

Customers choosing term plans will be eligible for the following waiver of non-recurring charges associated with establishing service:

<u>Term plan</u>	<u>Waiver</u>
2 year	50%
3 year	100%

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2      Service Descriptions and Rates

2.3      ISDN-PRI

ISDN-PRI is an alternative arrangement of Local Digital Service. ISDN-PIU is a set of standards that establish compatibility between the public switched telephone network and various data terminals and devices. ISDN-PRI can provide users with multiple services through a single access point and can integrate voice, data, imaging and messaging. Global Crossing offers ISDN-PRI for voice applications only.

Service consists of 23 "B" channels and a single "D" channel that carries the control and signaling information.

Customer premise equipment ("CPE") that is compatible with ISDN interface is the responsibility of the Customer. The Company is not responsible if any changes in the provisioning of ISDN-PRI result in the obsolescence of the Customer's equipment or the need for the Customer to modify or change the CPE. The Customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable.

ISDN-PRI is subject to the availability of Company facilities.

2.3.1      Rates

Pricing is per D-channel

Non-recurring charge:      \$3,500.00 maximum

Monthly recurring charge:      \$450.00 maximum

2.4      Foreign Exchange Service

The Customer may opt to have service furnished from an exchange other than the one in which they are located. This service arrangement is to be furnished under special conditions where it is warranted by the circumstances involved. The Company does not obligate itself to furnish these services, particularly when it involves undue expense or impairment of the service furnished to other customers. The following monthly recurring charge will apply per T-1 equipped with the service:

\$200.00 maximum

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2     Service Description and Rates (cont'd)

2.5     DID Numbers

- A     Telephone numbers are furnished in blocks of 20 or 100. Blocks of number groups will be determined at the sole discretion of the Company's resources. Whenever possible, the Company will attempt to provide telephone numbers arranged consecutively in a group, but will not guarantee nor accept responsibility for provision of such an arrangement within or between a block of numbers. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company. The Company reserves the right to change such numbers assigned to the Customer whenever the Company deems it necessary to do so in the conduct of its business.

Where all numbers in a group have not been connected for service, the Customer is responsible for providing interception of calls to vacant or non-working assigned station lines or telephone numbers by means of attendant intercept or recorded announcement service. The Company will not terminate these numbers to an intercept message on the Customer's behalf,

2.5.1 Rates

All rates stated are maximum charges

	Non-Recurring Charge	Monthly Recurring Charge
20 Number Group	\$60.00	\$40.00
100 Number Group	\$240.00	\$80.00
Additional 100 Number Group	\$200.00	\$120.00

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2     Service Description and Rates (cont'd)

2.6     Directory Listings

Directory listings will be provided in accordance with Section 1.6 of this tariff.  
The following types of listings are available:

- (i)     Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii)    Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii)   Non-Published Listings. Non-published listings are not printed in directories nor are they available from directory assistance. Non-published listings are subject to the provisions set forth in Sections 1.2 and 1.6;
- (iv)    Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;
- (v)    Foreign Listings. A foreign listing is one which is published in a directory not in the Customer's immediate calling area.

2.6.1   Rates

All rates stated are maximum charges.

	Non-Recurring Charge	Monthly Recurring Charge
Primary Listing	n/c	n/c
Additional Listing	\$41.50	\$5.50
Cross Reference Listing	\$41.50	\$5.50
Non-Published Listing	\$41.50	\$15.50
Non-Listed Number	\$41.50	\$15.50
Foreign Listing	\$41.50	\$15.50

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2     Service Description and Rates (cont'd)

2.7     Directory Assistance

A     The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A maximum of two number requests per call will be allowed.

B     The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2.7.1   Rates

A     For all calls to directory assistance, the following charge will apply:

      \$1.10 per call maximum

B     For all requests for Directory Assistance Call Completion, the following additional charge will apply:

      \$.70 per call maximum

2.7.2   Directory Assistance Credits

A     Credit will be given for calls to Directory Assistance as follows:

- (i)    The Customer experiences poor transmission or is cut-off during the call; or
- (ii)   The Customer is given the incorrect telephone number.

B     To obtain credit, the Customer must contact its Customer Service representative.

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2     Service Description and Rates (cont'd)

2.8     Operator Services

A     The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city codes, area code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

- (i)     Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;
- (ii)     Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;
- (iii)     Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;
- (iv)     Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- (v)     Busy Line Verification. Provides the Customer with the capability of verifying that a line they are attempting to dial is busy. May be followed by Busy Line Verification/Interrupt, where the busy line is then interrupted on behalf of the caller.

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2            Service Description and Rates (cont'd)

2.8        Operator Services (cont'd)

2.8.1    Rates

Rates stated are maximum charges

	rate surcharge	per minute charge
Third Party Billing	<b>\$2.60</b>	\$.54
Collect	<b>\$2.60</b>	\$.54
Person to Person	<b>\$7.00</b>	\$.54
Station to Station	<b>\$2.60</b>	\$.54
Busy Line Verification	<b>\$2.80</b>	
Busy Line Verification w/Interrupt	<b>\$5.50</b>	

2.9        Presubscription

A Customer may presubscribe to the intraLATA and/or interLATA carrier of their choice for long distance calling.

2.9.1    Rates

A        Intra and/or interLATA carrier change

\$15.00 maximum per line, per occurrence

B        A single occurrence can include a change of both the intraLATA and interLATA carriers.

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3     Access

- A     The regulations, rates and charges for Intrastate Access Service shall be the same as the intrastate, switched access rates of U S WEST Communications as filed with and approved by the Arizona Corporation Commission and shall be those rates in force as of the effective date of this tariff.

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4 PRICE LIST

4.1 Local Digital Service

Non-Recurring Charge: \$35.00 per (DSO) channel  
Monthly Recurring Charge: \$30.00 per (DSO) channel

4.2 ISDN-PRI

Non-Recurring Charge: \$2,500.00 per D Channel  
Monthly Recurring Charge: \$100.00 per D Channel

4.3 Foreign Exchange Service

Monthly Recurring Charge: \$100.00 per T-1 equipped

4.4 DID Numbers

	Non-Recurring Charge	Monthly Recurring Charge
20 Number Group	\$30.00	\$20.00
100 Number Group, initial purchase	\$120.00	\$80.00
2 <sup>nd</sup> – 4 <sup>th</sup> 100 Number Group	\$100.00	\$60.00
5 <sup>th</sup> and up 100 Number Group	\$25.00	\$15.00

4.5 Directory Listings

	Non-Recurring Charge	Monthly Recurring Charge
Primary Listing	n/c	n/c
Additional Listing	\$20.75	\$2.75
Cross Reference Listing	\$20.75	\$2.75
Non-Published Listing	\$20.75	\$1.40
Non-Listed Number	\$20.75	\$1.40
Foreign Listing	\$20.75	\$2.75

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4 PRICE LIST (cont'd)

4.6 Director-v Assistance

\$ .59 per call

4.7 Directory Assistance Call Completion

\$ .35 per call

4.8 Operator Services

	surcharge	per minute charge
Third Party Billing	\$1.30	\$.27
Collect	\$1.30	\$.27
Person to Person	\$3.50	\$.27
Station to Station	\$1.30	\$.27
Busy Line Verification	\$1.40	
Busy Line Verification w/Interrupt	\$2.75	

4.9 Presubscription

A Customer may change their intra and/or interLATA long distance carrier. The Customer will incur a \$10.00 per line, per occurrence charge. A single occurrence can include a change of both the intraLATA and interLATA carriers.

4.10 Service Change Charge

Nonrecurring charge for moves, adds or changes: \$10.00 per occurrence

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